

AMENDMENT FOR THE
MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION, STATE OF HAWAII,
THE CITY AND COUNTY OF HONOLULU,
AND
THE DEPARTMENT OF LAND AND NATURAL RESOURCES, STATE OF HAWAII

THIS AMENDMENT for the Memorandum of Agreement (hereinafter referred to as "MOA") as entered into and retroactive to September 19, 2006, by and between the DEPARTMENT OF TRANSPORTATION, State of Hawaii, (hereinafter referred to as "DOT"), the CITY AND COUNTY OF HONOLULU (hereinafter referred to as "the City"), and the DEPARTMENT OF LAND AND NATURAL RESOURCES, State of Hawaii (hereinafter referred to as "DLNR").

WHEREAS, the City is proposing to construct a fixed rail facility and stations in East Kapolei, which are also located in close proximity to the Contingency Reserve Area; and,

WHEREAS, the City wishes to include the construction of these latest improvements in the MOA, which will qualify the City for another Certificate of Inclusion for Incidental Take License No. ITL-05; and,

WHEREAS, all of the statements and conditions of the MOA shall continue to be applicable to this AMENDMENT, the following statements will be additional requirements pursuant to this AMENDMENT:

1. The City shall transfer to DLNR an additional lump sum amount of FIFTY THOUSAND AND NO/100 dollars (\$50,000.00), which is intended to augment the "contingency fund", as more fully described on pages 29 through 31 of that certain final HCP, dated March 2004, as prepared by DOT. As previously stated in paragraph 1 of the MOA, this fund will be used for the following purposes: (1) to finance unanticipated costs incurred by DLNR in the implementation of the measures as contained in the HCP; and, (2) to fund management and monitoring of three 'wild' populations beyond the 20 year timespan of the HCP. The funds provided shall be able to accrue interest, and any interest earned on the funding, as transferred to DLNR, shall become a part of the total funding provided by the City, to be utilized in accordance with the purposes of the HCP. If a portion of the funding is unexpended when the HCP's "overall success criteria" is achieved, this portion of the funding shall be returned to the City.
2. This AMENDMENT of the MOA may be further revised or terminated at any time by the written consent of the parties of this agreement.

IN WITNESS WHEREOF, the undersigned have executed these presents as of the day and year first written above.

BY _____
Director, Department of Transportation Services

Date _____

City and County of Honolulu

BY _____ Date _____
Director of Transportation
State of Hawaii

BY _____ Date _____
Chairman, Board of Land and Natural Resources
State of Hawaii

APPROVED AS TO FORM:

BY _____ Date _____
Corporation Counsel
For City and County of Honolulu

BY _____ Date _____
Deputy Attorney General
For Department of Transportation

BY _____ Date _____
Deputy Attorney General
For Department of Land and Natural Resources